

**REMARKS**

A form PTO 1449 was filed on 24 July 2007. However, a copy of the form PTO-1449 was not received with the office action. Therefore, the applicants respectfully request an initialed copy of the form PTO-1449 of 24 July 2007.

Please note that a Supplemental Information Disclosure Statement with form PTO-1449 was filed on 21 October 2008. The examiner is respectfully requested to return an initialed copy of that form PTO-1449 at the next opportunity.

Claims 1, 2, 11 and 14-18 are pending. By way of the above amendment, claim 19 is added, and claims 1, 2 and 11 are amended. The applicants respectfully request reconsideration and allowance of this application in view of the above amendments and the following remarks.

Claims 1, 2, 11, 14, 15, 17 and 18 were rejected under 35 USC 103(a) as being unpatentable over U.S. Patent No. 5,832,460, Bednar *et al.* ("Bednar") in view of U.S. Patent No. 6,289,322, Kitchen *et al.* ("Kitchen"), further in view of U.S. Patent No. 6,704,714, O'Leary *et al.* ("O'Leary"). Claim 16 was rejected under 35 USC 103(a) as being unpatentable over Bednar, Kitchen, and O'Leary, further in view of Quicken vs. Money from SmartComputing ("Quicken"). The applicants respectfully request that the rejections be withdrawn for reasons including the following, which are presented by way of example.

**Independent Claims 1 and 11**

Amended claim 1 recites in combination for example "said server receives, from said supplier system, an electronic invoice on which a unique identification code ... is generated by said supplier system ...;

said *server or buyer system automatically creates a transfer request telegraphic message having said unique identification code* written on said registered electronic invoice, ... in response to that said buyer has approved the contents of said electronic invoice ..., and then *transmits the transfer request telegraphic message to said first finance system;*

upon reception of the transfer request telegraphic message having said unique identification code at said first finance system, said first finance system performs the deposit/withdrawal processing ..., wherein ... corresponding to the withdrawal and deposit of the amount of the approved electronic invoice, *said unique identification code in the transfer request telegraphic message is transmitted from said first finance system to said second finance system;* and

*said second finance system transmits ... the electronic deposit/withdrawal detailed statement having said unique identification code* received from said first finance system,

wherein *said supplier receives, from the second finance system, the electronic deposit/withdrawal statement having said unique identification code* generated by the supplier system; and *the unique identification code in the electronic deposit/withdrawal statement received by the supplier from the second finance system is the same unique identification code generated by the supplier system and sent from the supplier system to the server to the first finance system to the second finance system to said supplier system.*”

Consequently, the “same” unique identification code loops from the supplier system (where the unique identification code is “generated”) through the specified intermediate systems, procedures, and transactions, back to the supplier system. More particularly, the same unique identification code included with the electronic invoice issued by the supplier system is returned

to the supplier system via a procedure along with the deposit/withdrawal statement issued by the second finance system.

In operation, because of the sequential procedures, the buyer can proceed to payment without being concerned with the invoice ID on the electronic invoice. Moreover, the invoice can circle back to the supplier system with a largely minimized risk of the invoice ID being changed during any of the invoice handling procedures. Thus, the supplier can simply reconcile the invoice without worry. More specifically, the unique identifier obtained from the deposit/withdrawal statement returned from the second finance system must be the same as one of the unique identifiers included in the electronic issued by the supplier system. Accordingly, there is no chance for a buyer or anyone else to manipulate the unique identifiers, which is why the supplier can trust the payment from the buyer based on the returning electronic invoice.

In this regard, because the unique identifier is generated by the supplier system, the first and second finance systems do not themselves need to generate and send an invoice identifier with the invoice.

Claim 1 and 11 vs. Bednar, Kitchen and O'Leary plus Examiner Reasoning

The office action contends that Bednar teaches most of the recited elements, but admits that Bednar does not teach the unique identification code for the invoice. Kitchen's "biller invoice number" or "payment confirmation number" is cited as teaching the unique identification code. O'Leary is cited as teaching reconciling the invoice amount billed which was entered into the supplier's account.

Because Bednar, Kitchen, and O'Leary fail to teach or suggest the use of the unique identification code in combination with the sequence of intermediate systems, procedures, and transactions, the office action relies on examiner reasoning to attempt to establish a fact.

The examiner erroneously contends “if this number can be used to inquire about the transaction, it must be linked to all aspects related to the invoice.” *The applicants strongly traverse and vigorously deny the examiner’s contention.* The number is not linked to “all aspects related to the invoice.” What are the “all aspects”?? To the contrary, it is common practice for a payment for an issued invoice to be separated from an invoice ID. In particular, the supplier conventionally has to cross-check a name written on the payment sheet, the amount of the payment, and lists of invoices itemizing names of buyers with outstanding payments. Furthermore, the supplier has to check line-by-line to see what corresponds to the payments. There is an additional hazard when a buyer sends a partial payment of an invoiced amount, which means that the supplier has to further confirm which invoice to apply the payment to; generally the supplier calls the buyer to confirm whether the partial payment was intentional or whether the invoice number (unique identification code) is in error.

In the invention according to claim 1, when a buyer approves an electronic invoice, a proper transfer request message with the correct amount of payment is automatically generated. The message includes the unique identifier which is identical to the one included in the approved electronic invoice. The original unique identifier is eventually returned to the supplier system that generated it and can be trusted, in comparison to the prior art in which it cannot be trusted.

With further regard to the proposed combinations of Bednar, Kitchen, and O’Leary, Applicants rely on the enclosed Board decision of Ex parte Massey as persuasive for the contention that the disparity of problems addressed by the applied references, and the differing solutions proposed by them, are such that any attempt to combine them in the manner proposed by in the Office Action could only come from Applicants’ own disclosure and not from any teaching or suggestion in the references themselves. Should the Examiner disagree with Ex parte

Massey as applied to Bednar, Kitchen and O'Leary being applied to Applicants' claims, pursuant to 35 U.S.C. Sec. 132, information as to reason for the disagreement is respectfully requested.

To summarize, claim 1 is patentable over the combination of references for the following reasons:

- The combination fails to teach or suggest the recited sequence from the supplier system through the specified intermediate systems, procedures, and transactions, back to the supplier system.
- The examiner's contention that a number is linked to all aspects related to the invoice is wrong and without basis. To the contrary, it is not so linked and that contributes to the problem.
- The problem and solutions in the cited references are too different, such that there is no reason to combine them.

Claim 11 is believed to be patentable for reasons similar to those given with respect to claim 1.

The combination of references fails to teach or suggest, for example, these elements recited in independent claims 1 and 11. It is respectfully submitted therefore that claims 1 and 11 are patentable over the combination of references.

With respect to the rejected dependent claims, applicant respectfully submits that these claims are allowable not only by virtue of their dependency from independent claims 1 or 11, but also because of additional features they recite in combination.

Dependent Claim 2

Furthermore, claim 2 recites “when the supplier system receives the electronic deposit/withdrawal detailed statement, ... the supplier system reconciles the searched electronic invoice which has the unique identification code identical to said unique identification code in the electronic deposit/withdrawal statement received from the second finance system.” The point is that the supplier system reconciles the searched electronic invoice using only the unique identification code. None of the cited references teach or suggest this feature. Claim 2 is believed to be patentable for this additional reason.

Dependent Claim 14

Claim 14 recites in combination “...said server updates the status of said electronic invoice managed in said database to transfer request in progress, when said transfer request telegraphic message is transmitted to said first finance system or when said finance system notifies of a withdrawal from the bank account of said buyer by said deposit/withdrawal processing; and said server notifies said supplier system of the updated status.” That is, the server controls/manages a status of the invoices, and updates the status when the server sends a transfer request telegraphic message to the first finance system or when the server receives a response that the first finance system received the telegraphic message. Then, the server informs the supplier of the updated status. Thus, the supplier is able to confirm at least a status that the payer performed his payment. Consequently, the supplier can forecast that the payment is on its way to the supplier’s bank account and can take further actions in business anticipating the future deposit. The references fail to teach or suggest this feature. Accordingly, claim 14 is believed to be patentable for this additional reason.

New claim 19 has been added to further define the invention, and is believed to be patentable for reasons including these set out above.

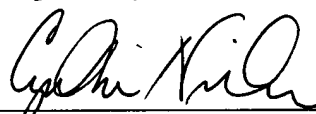
Applicants respectfully submit that, as described above, the cited references do not show or suggest the combination of features recited in the claims. Applicants do not concede that the cited references show any of the elements recited in the claims. However, applicants have provided specific examples of elements in the claims that are clearly not present in the cited references.

Entry of this amendment is respectfully requested because the amendment is considered to place the application in condition for allowance.

In view of the foregoing, the applicants submit that this application is in condition for allowance. A timely notice to that effect is respectfully requested. If questions arise, the examiner is invited to contact the undersigned by telephone.

If there are any problems with the payment of fees, please charge any underpayments and credit any overpayments to Deposit Account No. 50-1147.

Respectfully submitted,



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